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8 IN THE UNITED STATES BANKRUPTCY COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA
10 SANTA ROSA DIVISION
11

12 In re:

Case No. 14-10372-TEC

13 KENNETH C. BREUNER and LISA M.
14 BREUNER,

Chapter 7

15 Debtors.
16

17 **MOTION TO SELL INTEREST IN BREUNER LLC**
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19 Timothy W. Hoffman, trustee herein ("Trustee"), hereby moves this Court for approval of the
20 sale of the estate's 6-2/3% interest ("Estate's Interest") in the LLC of Wallace & Janet Breuner
21 ("Breuner LLC") to Sean Breuner for the total purchase price of \$40,000.

22 The Breuner LLC owns the property located at 4900 Westlake Blvd., Homewood, CA, a
23 lakefront home on the shores of Lake Tahoe. The Breuner LLC was established by Wallace and
24 Janet Breuner for their family and all descendants thereof. All of the Breuner LLC members are
25 members of the Breuner family. The Breuner's LLC Agreement has restrictions on the transfer of the
26 interests in the Breuner LLC to non-family members. The Trustee has evaluated the Breuner LLC
27 Agreement and the underlying real property. It is the Trustee's opinion that sale of the Estate's
28 Interest to non-family members could only be done after extensive litigation of the restrictions in the

1 Breuner's LLC Agreement and there is no guarantee that the Trustee would prevail in such litigation.
2 Based on all the factors, the Trustee believes that the sale price of \$40,000 for the Estate's Interest is
3 fair and reasonable. The Trustee offered the Estate's Interest for sale to all the Breuner LLC
4 members and the highest and best offer received was from Mr. Erich H. Breuner and Ms. Katrina
5 Breuner McMorrow, which sale agreement was thereafter assigned to Sean Breuner, as set forth
6 above and the accompanying notice of sale. The Trustee believes that the foregoing sale is in the best
7 interest of the estate. Copies of the Sale Agreement and Addendum To Sale Agreement are attached
8 hereto collectively as **Exhibit "A."**

9 WHEREFORE, the Trustee requests an order approving the sale of Estate's Interest as
10 described hereinabove, subject to the 21-day objection period contained in the accompanying Notice
11 of Trustee's Sale of Interest In Breuner LLC.

12 DATED: January 6, 2015

13 GOLDBERG, STINNETT, DAVIS & LINCHEY
14 A Professional Corporation

15 By: 
16 /s/ Daniel M. Linchey
17 Attorneys for Timothy W. Hoffman, Trustee
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ADDENDUM TO SALE AGREEMENT

This Addendum to Sale Agreement ("Addendum") is entered into as of December 30, 2014, by and between Timothy W. Hoffman, as trustee ("Trustee") of the Chapter 7 case of Kenneth and Lisa Breuner ("Debtors"), Erich H. Breuner ("Erich"), Katrina Breuner McMorro (Trinn") and Sean Breuner ("Sean"), based on the following:

RECITALS

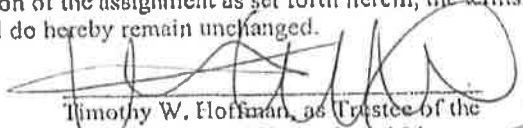
A. This Addendum is made and entered into with respect to the Sale Agreement ("Sale Agreement") entered into as of December 15, 2014, a true and correct copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference; and

B. It is intended by this Addendum that the Erich and Trina shall assign all of their right, title and interest in and to the Sale Agreement to Sean, there being no exchange of consideration in connection with or as a result of the assignment. It is further intended by this Addendum that Erich and Trina shall not have any obligations to the Trustee and/or Sean as a result of their assignment of their right, title and interest in and to the Sale Agreement.

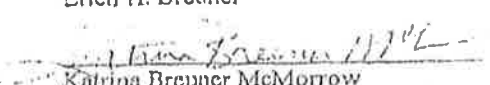
AGREEMENT

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE TRUSTEE, ERICH, TRINA AND SEAN, AS FOLLOWS:

1. The Recitals hereinabove shall be and are hereby incorporated herein.
2. Erich and Trina shall and do hereby assign to Sean all of their right, title and interest in and to the Sale Agreement, Exhibit 1 attached hereto and incorporated herein by this reference; and
3. With the exception of the assignment as set forth herein, the terms and conditions of the Sale Agreement shall and do hereby remain unchanged.


Timothy W. Hoffman, as Trustee of the
chapter 7 estate of Kenneth and Lisa
Breuner, Debtors

Erich H. Breuner


Katrina Breuner McMorro

Sean Breuner

EXHIBIT "A"

ADDENDUM TO SALE AGREEMENT

This Addendum to Sale Agreement ("Addendum") is entered into as of December 30, 2014, by and between Timothy W. Hoffman, as trustee ("Trustee") of the Chapter 7 case of Kenneth and Lisa Breuner ("Debtors"), Erich H. Breuner ("Erich"), Katrina Breuner McMorrow ("Trina") and Sean Breuner ("Sean"), based on the following:

RECITALS

A. This Addendum is made and entered into with respect to the Sale Agreement ("Sale Agreement") entered into as of December 15, 2014, a true and correct copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference; and

B. It is intended by this Addendum that the Erich and Trina shall assign all of their right, title and interest in and to the Sale Agreement to Sean, there being no exchange of consideration in connection with or as a result of the assignment. It is further intended by this Addendum that Erich and Trina shall not have any obligations to the Trustee and/or Sean as a result of their assignment of their right, title and interest in and to the Sale Agreement.

AGREEMENT

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE TRUSTEE, ERICH, TRINA AND SEAN, AS FOLLOWS:

1. The Recitals hereinabove shall be and are hereby incorporated herein.
2. Erich and Trina shall and do hereby assign to Sean all of their right, title and interest in and to the Sale Agreement, Exhibit 1 attached hereto and incorporated herein by this reference; and
3. With the exception of the assignment as set forth herein, the terms and conditions of the Sale Agreement shall and do hereby remain unchanged.

Timothy W. Hoffman, as Trustee of the
chapter 7 estate of Kenneth and Lisa
Breuner, Debtors

Erich H. Breuner

Katrina Breuner McMorrow

B. B.

Sean Breuner

ADDENDUM TO SALE AGREEMENT

This Addendum to Sale Agreement ("Addendum") is entered into as of December 30, 2014, by and between Timothy W. Hoffman, as trustee ("Trustee") of the Chapter 7 case of Kenneth and Lisa Breuner ("Debtors"), Erich H. Breuner ("Erich"), Katrina Breuner McMorro (Trina") and Sean Breuner ("Sean"), based on the following:

RECITALS

A. This Addendum is made and entered into with respect to the Sale Agreement ("Sale Agreement") entered into as of December 15, 2014, a true and correct copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference; and

B. It is intended by this Addendum that the Erich and Trina shall assign all of their right, title and interest in and to the Sale Agreement to Sean, there being no exchange of consideration in connection with or as a result of the assignment. It is further intended by this Addendum that Erich and Trina shall not have any obligations to the Trustee and/or Sean as a result of their assignment of their right, title and interest in and to the Sale Agreement.

AGREEMENT

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE TRUSTEE, ERICH, TRINA AND SEAN, AS FOLLOWS:

1. The Recitals hereinabove shall be and are hereby incorporated herein.
2. Erich and Trina shall and do hereby assign to Sean all of their right, title and interest in and to the Sale Agreement, Exhibit 1 attached hereto and incorporated herein by this reference; and
3. With the exception of the assignment as set forth herein, the terms and conditions of the Sale Agreement shall and do hereby remain unchanged.

Timothy W. Hoffman, as Trustee of the
chapter 7 estate of Kenneth and Lisa
Breuner, Debtors



Erich H. Breuner

Katrina Breuner McMorro

Sean Breuner

EXHIBIT 1

SALE AGREEMENT

This Sale Agreement ("Agreement") is entered as of December 15, 2014, by and between Timothy W. Hoffman, as trustee ("Trustee") of the chapter 7 case of Kenneth and Lisa Breuner ("Debtors") and Erich H. Breuner ("Erich") and Katrina Breuner McMorrow ("Trina") ("Buyers"), based upon the following:

RECITALS

A. The Debtors filed a voluntary petition for relief in the United States Bankruptcy Court, Northern District of California, Santa Rosa Division ("Bankruptcy Court") on March 14, 2014, Case Number 14-10372-TBC. Timothy W. Hoffman was duly-appointed as trustee of the Debtors' estate and continues to serve in that capacity.

B. The property of the Debtors' estate includes a 6 2/3% interest, two ownership shares, ("Estate's Interest") in the LLC of Wallace & Janet Breuner ("Breuner LLC").

C. The Buyers each desire to purchase one-half of the Estate's Interest in the Breuner LLC from the Trustee. The Buyers are currently members of the Breuner LLC.

AGREEMENT

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE TRUSTEE AND THE BUYERS as follows:

1. Purchase Amount. Erich and Trina shall each pay to the Trustee the sum of twenty thousand dollars (\$20,000.00) for a total purchase price of \$40,000.00 ("Purchase Price") for the Estate's Interest in the Breuner LLC. In exchange, Erich and Trina will each receive one-half (or in other words 3 1/3% in Breuners LLC) of the Estate's Interest. The Purchase Price shall be paid to the Trustee in the form of two cashier's checks (each in the amount of \$20,000.00) made payable to, "Timothy W. Hoffman, Trustee," and delivered by mail to his counsel, Goldberg, Stinnett, Davis & Linchey, Attn: Daniel M. Linchey, 44 Montgomery St., Ste. 850, San Francisco, CA 94104, within ten (10) calendar days after Buyers receive notification of the entry of a Bankruptcy Court order approving this Agreement. Upon closing of the sale provided for herein, the Trustee shall execute and deliver a Bill of Sale to the Buyers for

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the Estate's Interest in the Breuner LLC.

2. Approval by Bankruptcy Court and Overbid. This Agreement is conditioned upon the Trustee obtaining an order of the Bankruptcy Court approving this Agreement.

3. No Representations Or Warranties. The sale herein is made by the Trustee on an as-is, where-is basis, and without any representations or warranties.

4. Recovery Of Litigation Costs. In the event that a suit or other legal proceeding between the Trustee and the Buyers arises out of this Agreement, the prevailing party in such suit or other legal proceeding will be entitled to an award of reasonable attorneys' fees and costs in addition to any other relief obtained. The Bankruptcy Court shall have exclusive jurisdiction over any disputes regarding the interpretation or enforcement of this Agreement.

5. Governing Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California and the Bankruptcy Code.

6. Entire Agreement; Modifications; Waiver. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supercedes all prior and contemporaneous Agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy or email copy of a party's signature to this Agreement shall be a valid signature.

8. Severable Provisions; Enforceability. Each provision of this Agreement is intended to be severable. If any provision herein shall be declared by the Bankruptcy Court to be

illegal, unenforceable, or invalid for any reason whatsoever, such illegality, and unenforceability, or invalidity will not affect the validity of the remainder of this Agreement or applicable provisions.

9. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, or sent by facsimile or email transmission, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, four (4) business days after the date of posting by the United States post office, or (iii) if given by facsimile or email transmission, when sent and transmission confirmed. Any notice, request, demand, direction or other communication sent by facsimile or email transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing. Notices and communications called for under, or relating to, this Agreement are to be sent:

To the Trustee:

Timothy W. Hoffman, Trustee
P.O. Box 1761
Sebastopol, CA 95473
Telephone: (707) 823-2066

With a copy to:

Daniel M. Linchey, Esq.
Goldberg, Stinnett, Davis & Linchey
44 Montgomery St., Ste. 850
San Francisco, CA 94104
Telephone: (415) 362-5045

To the Buyers:

Erich H. Breuner
erich@breuner.com

Katrina Breuner McMorow
trinamcmorrow@gmail.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

The Trustee:


TIMOTHY W. HOFFMANN, as Trustee of the
chapter 7 estate of Kenneth and Eish Breuner, Debtors

The Buyers:


ERICH H. BREUNER

KATRINA BREUNER McMORROW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

The Trustee:

TIMOTHY W. HOFFMAN, as Trustee of the
chapter 7 estate of Kenneth and Lisa Breuner, Debtors

The Buyers:

ERICH H. BREUNER

KATRINA BREUNER McMORROW
KATRINA BREUNER McMORROW